

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS (RFP) SPECIFICATION NO. 02-121

Lancaster County intends to enter into a contract and invite you to submit a sealed proposal for:

ANNUAL REQUIREMENTS FOR PHARMACY SERVICES FOR LANCASTER MANOR

MEETING OR EXCEEDING COUNTY SPECIFICATIONS

Sealed Proposals will be received by the County on or before 12:00 noon Wednesday, **May 29, 2002** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Only the names of responding proposers will be publicly read in the Bid/Conference Room located on the First Floor of the "K" Street Complex.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of response. Mailing should be made in sufficient time for response to arrive in the Purchasing Division, prior to the time and date specified above. Late proposals will not be considered.

COMMISSIONERS

*KATHY CAMPBELL * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN*

KERRY EAGAN, Chief Administrative Officer

SEALED PROPOSAL SPECIFICATION NO. 02-121

BID OPENING TIME: 12:00 NOON

DATE: Wednesday, May 29, 2002

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of the County for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the plans and specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

RFP FOR PHARMACY SERVICES

1. Compensation for prescription and non-prescription items shall be in compliance with Nebraska Department of Public Welfare published fee schedule: Do you concur? ____ Yes ____ No
2. Compensation for custom reporting services above and beyond the reports specified in the proposal request, shall be at: ____ FREE or ____ as described on an attachment labeled "Attachment #1".

INCLUDE WITH YOUR RESPONSE

- A brief background summary of your firm (including; company structure, location of offices and branches, key personnel, experience and qualifications, etc.)
- A summary describing any services provided by your firm (and available to the Lancaster Manor) in addition to those listed in the specification document.
- A list of at least three accounts you currently service with similar needs to the Lancaster Manor (include facility name, address, contract administrator name, telephone number, the term of your agreement and briefly describe the services provided).

NOTE: RETURN 4 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.

MARK OUTSIDE OF PROPOSAL ENVELOPE AS FOLLOWS:

SEALED PROPOSAL FOR SPEC. NO. 02-121

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County of Lincoln, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

INSTRUCTIONS TO PROPOSERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Proposer shall submit six (6) complete sets of the RFP documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 Proposed prices shall be submitted on the Proposal Form included in a sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

2. PROPOSER'S SECURITY

- 2.1 Security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, shall be submitted with this document, as indicated on RFP Form.
- 2.2 If alternate offers are submitted, only one security will be required, provided the security is based on the highest gross offer.
- 2.3 Such security will be returned to the unsuccessful proposers when the award of RFP is made.
- 2.4 Security will be returned to the successful proposer(s) as follows:
 1. For single order offers with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 2. For all other contracts: upon approval by County of the executed contract and bonds.
- 2.5 County shall have the right to retain the security of proposer(s) to whom an award is being considered until:
 1. A contract has been executed and bonds furnished.
 2. The specified time has elapsed so that the offers may be withdrawn.
 3. All offers have been rejected.

- 2.6 Proposal security will be forfeited to the County as full liquidated damages, but not as penalty, for the following reasons, as pertains to this specification document:
 1. If the proposer fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 2. If the proposer fails or refuses to enter into a contract on forms provided by the County, and/or if the proposer fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

4. DATA PRIVACY

- 4.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

5. PROPOSER'S REPRESENTATION

- 5.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 5.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

7. SPECIFICATION CLARIFICATION

- 7.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 7.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 8.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
 - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

- 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 9.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 10.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. TERMS OF PAYMENT

- 11.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

12. LAWS

- 12.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIFICATIONS

PHARMACY SERVICES FOR LANCASTER MANOR

GENERAL INFORMATION

1. SCOPE OF SERVICES

- 1.1 The Lancaster County Manor, herein after referred to as the County or Manor, is interested in obtaining proposals from interested Pharmacy Services Providers, herein after referred to as proposers or contractors, to implement and administer a unit dose system of pharmaceutical distribution to adequately meet the needs of the Manor and its residents.
 - 1.1.1 The Lancaster Manor is a 293 bed facility, which provides long term nursing home care to the residents housed in the facility.
 - 1.1.2 Delivery of unit dose medications will be expected a minimum of three (3) times daily promptly at pre-scheduled designated times (i.e., 9:30 A.M., 2:30 P.M. and 8:00 P.M.)
 - 1.1.2.1 All prescriptions and over-the-counter needs of the facility will be provided by the chosen pharmacy.
 - 1.1.3 Emergency, on-call service must be available within two (2) hours, seven (7) days per week, 24 hrs. per day including holidays (*this includes Schedule II Drugs*).
 - 1.1.3.1 Emergencies arise approximately three (3) to four (4) times per week, which would require immediate response.
- 1.2 The requirements of this request will be divided into two (2) sections; one will address the needs for unit dose medications and the second to address the need for pharmacy consultation and reporting services.

2. TERM OF THE CONTRACT

- 2.1 The contract shall be for one (1) three (3) year period.
 - 2.1.1 The contract shall commence on the date the contract is ratified by the signing of both parties and shall continue for thirty-six (36) consecutive months.
- 2.2 The contract shall be renewable for an additional one (1) three (3) year period by mutual consent of the parties involved.
 - 2.2.1 If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than ninety (90) days prior to the expiration of the initial agreement period.
 - 2.2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. INFORMATION

- 3.1 For information regarding this request please contact Kathy A. Smith (402) 441-8309, Assistant Purchasing Agent.
- 3.2 For information regarding the scope of work contact Larry Van Hunnik (402) 441-7101, Lancaster Manor Administrator.

4. RELATIONSHIP BETWEEN THE PROVIDER AND THE COUNTY

- 4.1 It is agreed that the contractor shall not be considered an employee of the County for any purpose, but shall be an independent contractor for all purposes and in all situations.
- 4.2 As an independent contractor, the contractor shall be responsible for all required reporting of income and payments of taxes required by the Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contributions Act, income tax withholding and periodic payment of estimated taxes, and payments required under the Federal Unemployment Tax Act, and any applicable State and Local sales, use or income taxes.
- 4.3 Each party shall be responsible for its own negligence and the negligence of its employees.

5 LIABILITY INSURANCE

- 5.1 Contractor shall maintain professional liability and malpractice insurance throughout the term (and any subsequent renewal term) of this agreement.
- 5.2 The amounts of such insurance will be those minimums (if any) prescribed by law and/or recommended by the American Pharmaceutical Association.
- 5.3 Contractor agrees that the County may examine the contract insurance policies at its request and that compliance with such a request will not be unreasonably withheld or delayed.
- 5.4 Contractor agrees to hold harmless the County and/or its assigns from any liens, incumbrance and/or disputes arising as a result of any business dealings between the contractor, its supplier, vendors and/or any other entity which the contractor engages or does business with.

6 ACCESS TO RECORDS

- 6.1 The County will take all necessary steps to assure complete access by the Contractor to all records necessary for the performance of its duties hereunder.
- 6.2 The Contractor shall retain as completely confidential all information relating to the policies, procedures, and records of the County, consistent with all laws regulating the disclosure of public and private (resident) records.

7. CONTRACT PROCEDURES AND PROVISIONS

- 7.1 The enclosed contract, proposal and addenda provided to the County by the contractor shall comprise the entire contract of the parties.
 - 7.1.1 No change in, addition to, or waiver of any provision of this contract shall be binding unless it is in writing, signed by both parties, and added to this contract as an amendment.
- 7.2 All other expenses incurred in the implementation and operation of pharmacy services not mentioned herein will be borne by the contractor.
- 7.3 Any and all contractual agreement(s) generated as an outcome of this RFP process shall not be assignable by the Successful Contractor without written permission of the Lancaster County Board of Commissioners.

SPECIFIC INFORMATION

1. SECTION I - UNIT DOSE PHARMACEUTICAL SERVICES

- 1.1 All medications for residents shall be pre-packaged in separate unit dose dispensers with a tamper-evident container which is impermeable to moisture and approved by the Nebraska Board of Examiners in Pharmacy.
 - 1.1.1 Exceptions to this rule shall include those liquid medications and/or preparations which cannot be practically unit packaged due to cost and/or packaging limitations.
- 1.2 The successful contractor shall provide "unit dose" medication and treatment carts of sufficient quantities to accommodate efficient distribution of medications throughout the facility (we currently require 10 medication and 6 treatment carts).
- 1.3 The preparation and packaging of all medications shall be performed and supervised by a registered pharmacist and shall be performed in accordance with all applicable Federal and State Laws and Regulations and the facility's apurtenance policies and procedures.

2. SECTION II - PHARMACY CONSULTING SERVICES AND REPORTS

- 2.1 The selected contractor shall provide on-site in-service and continuing education for the facility staff with relation to the implementation and continued use of the pharmacy services requested thereafter.
 - 2.1.1 As part of the agreement, and at no additional cost to the Manor, the contractor shall provide a minimum of four (4) in-services per year and more frequent presentations may be requested if circumstances dictate.
 - 2.1.1.1 The Manor holds quarterly quality assurance meetings, which may be used as a forum for the in-services provided by the contractor.
 - 2.1.1.2 Quarterly reports shall be provided by the contractor to assist in the administration of the Manor's quarterly quality assurance meetings.
 - 2.1.1.3 Manor Nursing Services shall be kept current on all regulations which are in place, and those anticipated, which would effect the facility and its residents.
 - 2.1.2 In-service sessions will be presented at times and places convenient to the Manor personnel required to attend.
- 2.2 The contractor will monitor residents profiles on a continuing and on-going basis and thorough chart reviews will be performed on all patients at least every thirty (30) days.
 - 2.2.1 These chart reviews shall be performed on site at the Manor facility where resident records, medications and nursing personnel are available as resources.
 - 2.2.2 All drugs, including legend and non-legend drugs shall be reviewed and monitoring shall include, but is not limited to:
 - 2.2.2.1 Whether orders are current and complete.
 - 2.2.2.2 Whether telephone order procedure is satisfactory.
 - 2.2.2.3 Whether stop order policy is being observed.
 - 2.2.2.4 Whether therapy is rational and consistent with diagnosis (i.e., identify over or under utilization of medications, and any drug or therapeutic duplication is present).

- 2.2.2.5 Monitor the procedures for administration and recording of administration of drugs to insure that they are given at the proper times and that proper completion of the Medication Administration Record is performed.
- 2.2.2.6 Monitor integration of laboratory data and nursing staff input into drug therapy assessment.
- 2.2.2.7 Identify potential adverse drug reactions and monitor residents response to drug therapy.
NOTE: this shall include: drug/drug, drug/food, and drug/lab test interactions.
- 2.2.2.8 Provide recommendations, if appropriate, for improving the resident's drug therapy.
- 2.2.2.9 Review behavior monitoring documentation and need for Tardive Dyskinesia testing (DISCUS, AIMS tests).
- 2.2.2.10 Contractor shall provide documentation of all irregularities in physician recommendations.
- 2.2.3 A signed and dated report of each resident review, along with recommendations as appropriate shall be prepared on the 'Drug Regimen Review' form and given to the Director of Nursing or his/her designee during the exit interview with the pharmacist.
 - 2.2.3.1 It is the responsibility of the Director of Nursing to ensure follow through and correction of recommendations by the nursing staff.
 - 2.2.3.2 A space on the form will be provided for the nurse(s) who completes the recommendations to sign and date the entry.
- 2.2.4 The Consultant Pharmacist will either contact physicians via written letter with any areas that require an order from the physician or leave a letter for the nursing staff to contact the physician.
- 2.3 Monthly inspection of Manor nurse's station and medication dispensing equipment shall be performed by the contractor.
 - 2.3.1 Medication pass inspections shall be performed by the contractor as needed
- 2.4 The Manor desires the following reports at the indicated frequencies (additional reports may be requested from time-to-time)::
 - 2.4.1 Monthly - Drug utilization reports by station and med pass *at the time of exit interview*
 - 2.4.2 Monthly - Psychotropic and antidepressant usage reports and their relationship to national averages *at the time of exit interview*
 - 2.4.3 Quarterly - Summarization of drug distribution system; pharmacy services, nursing services, medication related incidents, and resident drug utilization

3. CRITERIA FOR PHARMACEUTICAL SERVICES

- 3.1 Must be an established pharmacy in business at least for two (2) years with experience in drug distribution and consulting for similar nursing home facilities.
- 3.2 Display competence in handling a high volume, 293 bed nursing home pharmaceutical service with little or no error in medications provided.
- 3.2 Pharmacy must be able to provide seven (7) day per week services and offer extended hours or on-call service beyond the normal business day.
 - 3.2.1 Must be able to provide twenty-four (24) hr., seven (7) day per week emergency service.

- 3.3 Must be able to provide FAX communication delivered via phone line and programming 365 days per year.
- 3.4 Successful provider shall be able to provide less than 2 hr. turn-around on most standard prescriptions requested.
- 3.5 The proposer must have a minimum of three (3) Licensed Registered Pharmacists on staff and available for the administration of this contract agreement.

4. ITEMS SUPPLIED BY THE Manor

- 4.1 The Manor shall provide the facility and its residents, nursing staff to administer the medications and resident's Physician orders.
- 4.2 Staff to place and receive prescriptions related to the contract and a system to account for records and procedures for medications once they are delivered to the Manor.
- 4.3 The Manor will take all necessary steps to assure complete access by the contractor to any records requested to administer the contract.
 - 4.3.1 The contractor shall agree to maintain complete confidentiality of all information relating to the policies, procedures and records of the residents and the facility.

5. ITEMS SUPPLIED BY THE PHARMACY

- 5.1 The contractor chosen will provide all prescription and non-prescription items ordered by the Manor in compliance with the terms and conditions set forth herein.
 - 5.1.1 Prescription medications shall be provided in a unit dose dispenser with a tamper-evident container which is impermeable to moisture and approved by the Nebraska Board of Examiners in Pharmacy.
 - 5.1.2 Samples and a working demonstration of all systems will be required during the verbal interview stage of the analysis.
- 5.2 The contractor shall provide all medication administration, treatment and re-certification records.
 - 5.2.1 All records shall be delivered to the Manor no later than the 18th of each month for the upcoming months activities.
- 5.3 Contractor shall provide and maintain all medical equipment needed to house and dispense medications including medication carts, treatment carts, pill crushers, medex's and medex inserts as-needed.
- 5.4 Pharmacy shall provide and maintain dedicated communication equipment (fax machine or computer terminal) and any related supplies (communications sheets, software, etc.).
- 5.5 Provide supplies, equipment and records necessary to perform on-site weekly destruction of all discontinued medications.
- 5.6 The contractor shall provide the Manor its "pharmacy policy and procedure manual" and shall maintain a "pharmacy hand-book" at each nurse's station.

6. COMPENSATION FOR SERVICES

- 6.1 Fees for medications shall be as set forth in the fee schedule published by the Nebraska Department of Public Welfare in effect on the date of the execution of this contract.

- 6.1.1 All changes in the applicable fee schedule will adjust the contractor's schedule comparably.
- 6.2 It is understood that collection of fees for medications distributed to the Lancaster Manor's residents is to be conducted entirely between the contractor and the Nebraska Department of Public Welfare.
 - 6.2.1 The collection of any private billings to residents who are obligated to pay certain exempt or additional medication expenses shall be solely between the contractor and the resident.
 - 6.2.1.1 The Manor will assume no liability for any resident fees unpaid for any reason whatsoever.
- 6.3 The contractor shall be paid fees for consulting services as agreed at the hourly rate as accepted in the proposal response and resulting negotiations.
 - 6.3.1 Any rate adjustment will be reached by mutual consent of both parties and will become part of this contract by addendum.
- 6.4 *Under no circumstances shall the provider submit charges that exceed the usual and customary charges.*

S A M P L E

CONTRACT DOCUMENTS

LANCASTER COUNTY

N E B R A S K A

F O R

ANNUAL PHARMACY SERVICES PROVIDER
FOR LANCASTER MANOR

SPECIFICATION #02-121

CONTRACTOR: _____

LANCASTER COUNTY, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this ____ day of ____, 2002, by and between _____ hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Pharmacy Services and related consulting services, supplies, equipment, and delivery thereof.

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the most responsible, responsive Proposer for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. AGREEMENT DOCUMENTS

1. The Agreement consists of this document and all other exhibits, specifications, supplementary conditions, offers, addenda, and other documents attached or referenced. It may also include amendments added in the future.

2. CONTRACTOR'S OBLIGATIONS

- 2.1 SERVICE DESCRIPTION. The Contractor will pharmacy and related services as described in the specifications (**see exhibit A**), and the Contractor's response dated _____ 2002 (**see exhibit B**). All work shall be completed to the County's satisfaction.

- 2.2 The Contractor must obtain prior written approval from the County for any change in the scope of work that materially increases or decreases the cost of performance. In addition, the Contractor must perform all modified work according to the terms of this Agreement.
- 2.3 The County will not accept any claim for extra work or materials furnished unless the Contractor receives prior written authorization from the County. All work or materials furnished without prior written authorization are at the Contractor's own risk and expense.
- 2.4 Compensation for prescription and non-prescription items shall be in compliance with Nebraska Department of Public Welfare published fee schedule and shall not exceed the Medicare/Medicaid rates.
- 2.5 Pharmacy orders shall be filled daily (as described in the RFP Specification) and be on-call for emergency needs on a 24 hr., 365 day per year basis.
- 2.6 Facsimile machines and/or computer terminals to deliver pharmacy material shall be provided to the Manor at no cost and will not exceed the number of nursing stations established.
- 2.7 Contractor shall provide monthly inspections and reports for the Manor on pharmacy and related procedures and conduct monthly reviews of the services with Manor Personnel.
- 2.8 Contractor shall provide prescription medications in a _____ day, unit dose dispenser with a tamper evident container which is impermeable to moisture and approved by the Nebraska Board of Examiners in Pharmacy.

3. COUNTY'S OBLIGATIONS

- 3.1 The County shall furnish one copy of data in it's possession pertinent to completion of the work. Upon request from the Contractor the County shall provide, within reason, any additional information necessary to perform the duties as outlined herein.
- 3.2 The County shall make information and data concerning policies, standards, criteria, and studies available for reproduction.
- 3.3 The County shall compensate the Contractor for pharmaceutical related consulting and reporting services at: \$ _____ per hour, not to exceed \$ _____ per month.

4. PAYMENTS

- 4.1 The County will pay the Contractor and the Contractor shall remit to the County for performance of services according to the specifications **(see Exhibit A)**.
- 4.2 The County will make payments within 30 calendar days from the date the Contractor submits invoices and claims.

- 4.2.1 An estimate and progress report for work completed through the last day of the preceding calendar month shall accompany all requests for payment.
- 4.3 The Contractor may not make any charge or claim for damages that result from delays or hindrances beyond the County's control.
 - 4.3.1 The sole form of compensation for delay or hindrances is a reasonable extension of time agreed to by the parties.
 - 4.3.2 An extension is not a waiver of any of the County's legal rights.
- 4.4 All documents the Contractor presents to the County under this agreement are the County's permanent property.
 - 4.4.1 The Contractor must deliver all required reports before the County will make final payment.

5. CONFIDENTIALITY

- 5.1 If and to the extent, and so long as, required by the provisions enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, but not otherwise, Contractor does hereby assure the County that Contractor will appropriately safeguard protected health information made available to or obtained by Contractor.
- 5.2 In implementation of such assurance and without limiting the obligations of Contractor otherwise set forth in this Agreement or imposed by applicable law, Contractor hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity Contractor performs on behalf of the County.
- 5.3 At termination of this Agreement, Contractor shall return or destroy all protected health information received from County that Contractor still maintains in any form and retain no copies of such information.
- 5.4 The Parties agree that this Agreement may be automatically amended from time to time if and to the extent required by the provisions of 42 U.S.C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, in order to assure that this Agreement remains consistent therewith.

6. TERM OF AGREEMENT

- 6.1 The Work included in this Contract shall for the annual requirements beginning _____, 2002 through _____, 2005.
- 6.2 Contract shall be renewable for one (1) additional three (3) year period *by mutual consent of the parties* (November 1, 2005 through October 31, 2008)
- 6.3 The County shall notify the Contractor of any determination to extend this Agreement no less than thirty (30) days prior to the beginning of the relevant optional year.

7. TERMINATION OF THE AGREEMENT

- 7.1 The Agreement may be terminated by the following:
 - 7.1.1 Termination for Convenience. The County reserves the right to terminate any part of or the entire contract that may result from this bid without cause and at any time provided the Contractor is given thirty (30) calendar days written notice.
 - 7.1.1.1 The Contractor may cancel said agreement upon ninety days written notice (to allow sufficient time for the County to secure another provider).
 - 7.1.2 Termination for Cause. The County may terminate the Contract if the Contractor:
 - 7.1.2.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete needs assessment as requested.
 - 7.1.2.2 Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 - 7.1.2.3 Otherwise commits a substantial breach of any provision of the Contract Document.
- 7.2 The County and the Contractor shall have the following obligations upon termination:
 - 7.2.1 The County must notify the Contractor in writing. Upon receipt of notice, the Contractor must cease all work and proceed to close out all operations.
 - 7.2.2 The Contractor must deliver all reports and estimates entirely or partially completed and all unused materials supplied by the County.
 - 7.2.3 The Contractor must appraise the work completed and submit the appraisal to the County for evaluation.
 - 7.2.3.1 In the event of termination for any reason, Contractor shall make available to the County or its designate a full accounting of the status of all county accounts.
 - 7.2.4 The County will pay the Contractor a fee for the percentage of the work actually completed as payment in full for services rendered to the date of termination.
 - 7.2.4.1 The fee is a percentage of the Contractor's fee as described in the offer (**see Exhibit B**).
 - 7.2.4.2 The County will make final payment within 60 days of contractor's delivery and County's acceptance of all completed or partially completed work.

8. INSURANCE REQUIREMENTS

- 8.1 Prior to commencement of any services, the Contractor shall provide the County with the requested insurance certificates identifying this Agreement by name and number (**see Exhibit C**). All required insurance policies, except Workers' Compensation and Professional Liability, must name the County as Additional Insured with regard to this project.

- 8.1.1 The Contractor must give the County thirty days written notice before cancelling any policy.
- 8.1.2 The Contractor's failure to furnish evidence of insurance may be considered a breach of contract.
- 8.1.3 The Contractor must require any subcontractors to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Contractor.

9. NON-TRANSFERABLE RESPONSIBILITIES

- 9.1 No assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration, for any reason whatsoever, may occur without County's express prior written approval.
- 9.2 If any such assumption, takeover, or unauthorized performance does occur without such prior written approval, this Agreement will become void for failure of its essential purpose. Such act is therefore a material breach of this Agreement, upon which County may pursue any lawful remedy.

10. ASSIGNMENT AND SUBCONTRACTING

- 10.1 Contractor shall not assign its rights, delegate its duties or subcontract any performance of our Agreement without the express prior written consent of County. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which County may immediately terminate the Agreement in accordance with the provisions stated in "termination", herein.

11. TIME IS OF THE ESSENCE

- 11.1 Time is of the Essence. If any anticipated or actual delays arise, Contractor shall immediately notify County. Regardless of notice if deliveries are not made at the time agreed upon, County may, at its sole discretion, terminate this Agreement and proceed pursuant to "termination" as stated herein.

12. INDEPENDENT CONTRACTOR STATUS

- 12.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.
- 12.2 Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of worker's compensation liability, solely

employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor hereunder.

- 12.3 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and safety requirements.

13. INDEMNIFICATION

- 13.1 The Contractor shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 13.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. LICENSES AND BONDS

- 14.1 The Contractor shall obtain whatever insurance, licenses and bonds and fulfill whatever other requirements as are required in order to perform this Agreement, and shall provide evidence of such insurance, licenses and bonds to the County.

15. GOVERNING LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

16. EQUAL EMPLOYMENT OPPORTUNITY

- 16.1 In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status.
- 16.2 The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

COUNTY OF LANCASTER, NEBRASKA

Lancaster County Attorney

Chairperson, Board of
Commissioners

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

ATTEST:

Address

(SEAL)
Secretary

By: _____
Duly Authorized Official

Legal Title of Official